

Services Agreement and Software License

This Services Agreement and Software License (the "Agreement") is a legal agreement between Kalpesh Wireless Inc., a California corporation with offices at 705 Smith Road, Hemet, CA 92544 ("Kalpesh Wireless") and You ("Customer") regarding the use of Kalpesh Wireless imeshpoint Service ("Service") AND Kalpesh Wireless Hardware and Kalpesh Wireless Software, together comprising the Kalpesh Wireless imeshpoint acquired by Customer as indicated on the applicable order form ("Order").

1. **Term and Termination.** This Agreement shall be effective from the date of the Order ("Effective Date"). Kalpesh Wireless or Customer may at any time and for any reason terminate this Agreement effective upon 30 days prior written notice. Termination by Customer shall not affect the obligations of Customer to pay Kalpesh Wireless for Service as indicated on Order. If Kalpesh Wireless terminates this Agreement without a breach by Customer, Customer will receive a pro-rated refund (calculated on a daily basis) for the unused portion of the Service indicated on the Order. No refunds will be provided to Customer for Kalpesh Wireless Hardware in case of Termination.

2. **Effect of Termination.** Upon termination, Customer will immediately cease all use of the Service. The following provisions of this Agreement shall survive termination of this Agreement: Sections 2, 7, 8, 9, 13 thru 31.

3. **Exclusivity.** There will be no such terms of exclusivity bound by this agreement. Kalpesh Wireless retains the right to deal independently with licensed agents worldwide that it has licensed to market and promote Kalpesh Wireless services.

4. **Service.** Contingent upon Customer's valid subscription and good-standing with Kalpesh Wireless, Kalpesh Wireless shall provide the Service in order to operate Kalpesh Wireless imeshpoint. The provision of the Service requires the use of the Kalpesh Wireless Hardware and Kalpesh Wireless Software identified on the applicable Order. Kalpesh Wireless shall perform maintenance services as reasonably necessary to maintain the operation of the Service. Notwithstanding the foregoing, Kalpesh Wireless makes no guarantees as to the continuous availability of the Service or any component thereof.

5. **Customer Responsibilities.** Customer is responsible for all activities that occur under Customer's End User accounts. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer uses; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify Kalpesh Wireless promptly of any such unauthorized use; and (iii) comply with all applicable local, state, federal, and foreign laws in using the Service. Customer shall be responsible for obtaining and maintaining all Kalpesh Wireless Hardware and other communications equipment needed to access the Service, and for paying all third-party access charges incurred while using the Service. Customer will be responsible for, and assumes the risk of any problems resulting from the content, completeness, accuracy and consistency of all such data, materials and information supplied by Customer. Customer shall not use the Services for illegal purposes.

6. **License Grant.** Customer acknowledges and agrees that certain proprietary software of Kalpesh Wireless ("Kalpesh Wireless Software") is embedded in the Kalpesh Wireless Hardware purchased under an Order and that use of such Kalpesh Wireless Software is subject to the following license. Subject to the terms and conditions of this Agreement, Kalpesh Wireless grants to Customer an individual, non-sublicensable, non-exclusive, and non-transferable, limited license to use the Kalpesh Wireless Software, in object code form only, and solely in conjunction with the Kalpesh Wireless Hardware for solely the purposes of providing Internet access.

7. **Restrictions on License and Use.** Customer will not, and will not permit others to, whether directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Kalpesh Wireless Software (except to the extent that such activities may not be prohibited under applicable law); (ii) modify, translate, or create derivative works based on the Kalpesh Wireless Software; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to the Kalpesh Wireless Software; (iv) use or otherwise exploit third party hardware or medium in using either the Kalpesh Wireless Software or the Service; or (v) remove any proprietary notices or labels on the Kalpesh Wireless Software.

8. **Ownership.** Customer acknowledges that Kalpesh Wireless retains exclusive ownership throughout the world of all intellectual property rights in the Kalpesh Wireless Software, any portions or copies thereof, and all rights therein. Upon termination of this Agreement for any reason, Customer may retain the Kalpesh

Wireless Hardware and Kalpesh Wireless Software, but the Services will terminate.

9. Trade Names. Neither party shall have the right to use the other's name, trademark or trade name without the prior written consent of the other party; provided however, nothing herein shall prevent Kalpesh Wireless from using Customer's name as part of a customer list on its website or in connection with its other customer listings.

10. Purchase. Subject to the terms and conditions of this Agreement, Customer will purchase and Kalpesh Wireless will sell the Kalpesh Wireless Hardware identified on a mutually agreed upon Order. Following shipment of an Order by Kalpesh Wireless, Customer may not cancel or reschedule any Order without the prior written permission of Kalpesh Wireless, provided in its sole discretion. All sales are final unless otherwise noted on Order.

11. Shipping, Title and Risk of Loss. Kalpesh Wireless shall use commercially reasonable efforts to deliver the Kalpesh Wireless Hardware by the date on the mutually agreed upon Order and will promptly inform Customer in the event of a delay in delivery. Customer may identify the carrier for shipping. Where no shipping instructions are specified, Kalpesh Wireless may select the carrier on a commercially reasonable basis. Kalpesh Wireless shall invoice Customer for the cost of such shipping, insurance and related costs. Title and risk of loss to the Kalpesh Wireless Hardware passes to Customer when Kalpesh Wireless Hardware is delivered to the carrier at Kalpesh Wireless's manufacturing facility.

12. Export/Import Requirements. Customer will procure all import and export licenses and permits, pay all customs charges, and duty fees, and take all other actions required to accomplish the lawful import and export of the Kalpesh Wireless Hardware. Where applicable, Kalpesh Wireless shall be responsible for preparing (at Kalpesh Wireless's cost) all documentation required for export. Customer warrants that it will comply in all respects with the export and re-export restrictions of law applicable to the Customer for each of the Kalpesh Wireless Hardware purchased from the Kalpesh Wireless hereunder.

13. Return. All sales are final. Kalpesh Wireless will not accept any returns on Hardware or Software, unless the return is authorized under warranty. Customer shall not return a Product without first obtaining an RMA (Return Materials Authorization) for defective hardware. Risk of loss or damage to a Kalpesh Wireless Hardware returned to Kalpesh Wireless shall revert to Kalpesh Wireless upon receipt of the Kalpesh Wireless Hardware at Kalpesh Wireless's facilities.

14. Fees. Customer shall pay Kalpesh Wireless the fees set forth in the mutually agreed upon Order for Kalpesh Wireless Hardware designated therein and such other fees and amounts that may be invoiced in accordance with this Agreement by a payment method to be determined by Kalpesh Wireless in its sole discretion (credit card, invoice, purchase order, prepayment or other payment method). With respect to materials shipped by Kalpesh Wireless to Customer hereunder, Customer shall pay all applicable shipping charges, taxes, and applicable duties. In addition, Customer hereunder shall pay Kalpesh Wireless a fee for utilizing the Service set forth in the mutually agreed upon Order. Kalpesh Wireless has the right to terminate the Service if Customer fails to make such payment to Kalpesh Wireless. All fees and costs payable pursuant to payable promptly by the Customer on the date when due and any delinquent payments shall bear interest at a rate of 5% per annum on the amount outstanding.

15. Currency. All payments made under this Agreement shall be in U.S. dollars, including without limitation those payments to be made by Customer to Kalpesh Wireless.

16. Taxes. Fees are exclusive of any taxes and duties or other amounts, however designated, and Customer shall pay all applicable sales, use, personal property or other taxes, tariffs, duties, assessments, or governmental charges levied or imposed at any time by any governmental authority, including interests and penalties thereto, that is related to the Service (collectively "Taxes"), and exclusive of Kalpesh Wireless's net income and corporate franchise taxes. In the event that Kalpesh Wireless is required to pay any Taxes, Customer shall pay Kalpesh Wireless the fees under Section 14 and the U.S. dollar equivalent of such Taxes levied upon Kalpesh Wireless.

17. Mutual Warranties. Each party hereby represents and warrants to the other during the Term as follows: it has all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement constitutes a legal, valid and binding obligation of the warranting party enforceable against the warranting party in accordance with its terms.

18. Kalpesh Wireless Hardware. Kalpesh Wireless represents and warrants to Customer during the Term, and not to any End Users or third parties, that for a period of one (1) year from the delivery of the Kalpesh Wireless Hardware to Customer, such Kalpesh Wireless Hardware shall be free from material defects in materials and workmanship. If any Kalpesh Wireless Hardware contains manufacturers' warranties, to the fullest extent permitted thereunder, Kalpesh Wireless hereby assigns (to the extent possible under such warranties) such warranties to Customer. Kalpesh Wireless Hardware not meeting the warranties will be, at Kalpesh Wireless' option, (a) repaired, (b) replaced by Kalpesh Wireless in accordance with the procedures set forth in Section 13 or, if after using all reasonable commercial efforts Kalpesh Wireless is unable to do either of the foregoing, (c) refund the amount of purchase price paid by Customer. All Kalpesh Wireless Hardware repaired or replaced under warranty shall be warranted for the remainder of the warranty period set out in this Section 18. Any warranty contained in this Agreement does not apply to defects resulting from misuse, accidental damage or operation outside of the ordinary use of the Kalpesh Wireless Hardware unless such defects are directly or indirectly caused by Kalpesh Wireless or Kalpesh Wireless's authorized representative. The remedies set forth in this Section 18 are Kalpesh Wireless's sole liability and Customer's sole remedy for any breach of warranty for the Kalpesh Wireless Hardware sold by Kalpesh Wireless to Customer.

19. Disclaimer of Warranties. EXCEPT AS SET FORTH IN SECTION 17 and 18, KALPESH WIRELESS DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CUSTOMER UNDERSTANDS AND AGREES THAT THE SERVICE AND KALPESH WIRELESS SOFTWARE AND KALPESH WIRELESS HARDWARE ARE PROVIDED "AS IS." KALPESH WIRELESS MAKES NO WARRANTY THAT THE SERVICE (INCLUDING KALPESH WIRELESS SOFTWARE AND KALPESH WIRELESS HARDWARE) WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT USE OF THE SERVICE (INCLUDING KALPESH WIRELESS SOFTWARE AND KALPESH WIRELESS HARDWARE) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; NOR DOES KALPESH WIRELESS MAKE ANY WARRANTY AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, KALPESH WIRELESS SOFTWARE OR KALPESH WIRELESS HARDWARE, THAT ANY DEFECTS IN THE SERVICE KALPESH WIRELESS SOFTWARE OR KALPESH WIRELESS HARDWARE WILL BE CORRECTED. FURTHER, KALPESH WIRELESS DOES NOT WARRANT THAT THE SERVICE, KALPESH WIRELESS SOFTWARE OR KALPESH WIRELESS HARDWARE OR THE KALPESH WIRELESS SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. KALPESH WIRELESS ALSO ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT CUSTOMER'S HARDWARE, SOFTWARE, OR OTHER DELIVERABLES. KALPESH WIRELESS AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SERVICE, KALPESH WIRELESS HARDWARE OR KALPESH WIRELESS SOFTWARE, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

20. Exclusion and Limitation of Liability. IN NO EVENT WILL KALPESH WIRELESS OR ITS SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOST PROFITS, USE OF USER INFORMATION, LOSS OF DATA, BUSINESS INTERRUPTION, OR OTHER INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES OF ANY NATURE ARISING FROM OR RELATING TO CUSTOMER'S USE OF THE SERVICE OR USE OF THE SERVICE THROUGH CUSTOMER'S ACCOUNT BY ANYONE ELSE, EVEN IF KALPESH WIRELESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE WILL KALPESH WIRELESS' TOTAL CUMULATIVE LIABILITY TO CUSTOMER AND ANYONE WHO USES THE KALPESH WIRELESS SERVICE THROUGH CUSTOMER'S ACCOUNT, FOR ANY AND ALL CLAIMS UNDER ANY THEORY OF LAW, EXCEED THE AGGREGATE AMOUNT CUSTOMER PAID TO KALPESH WIRELESS IN THE PRECEDING TWELVE (12) MONTHS. CUSTOMER UNDERSTANDS THAT THESE LIMITATIONS OF KALPESH WIRELESS' AND KALPESH WIRELESS' SUPPLIERS' LIABILITY ARE A FUNDAMENTAL PART OF THIS AGREEMENT.

21. Force Majeure. Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for payment obligations) on account of strikes (other than strikes of a party's own employees), shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions (other than with respect to a party's own employees), earthquakes, material shortages or any other causes that are beyond the reasonable control of such party; provided, however, that the parties will use commercially reasonable efforts, including the implementation of business continuity measures, to mitigate the effects of such force majeure.

22. Independent Contractors. The Parties hereto are independent contractors. Neither Party to this Agreement nor any of its employees, customers or agents, shall be deemed to be the representative, agent or employee of the other Party for any purpose whatsoever, nor shall any of them have the right or authority to assume or create an obligation of any kind or nature, express or implied, on behalf of the other, nor to accept service of any legal claims or notices addressed to or intended for the other.

23. Amendment; No Waiver. This Agreement cannot be amended, changed, modified or supplemented orally, and no amendment, change, modification or supplement of this Agreement shall be recognized nor have any effect, unless the writing in which it is set forth is signed by both Parties, nor shall any waiver of any of the provisions of this Agreement be effective unless in writing and signed by the Party to be charged therewith. The failure of either Party to enforce, at any time, or for any period of time, any provision hereof or the failure of either Party to exercise any option herein shall not be construed as a waiver of such provision or option and shall in no way affect that Party's right to enforce such provision or exercise such option. No waiver of any provision hereof shall be deemed to be, or shall constitute, a waiver of any other provision, or with respect to any succeeding breach of the same provision.

24. Governing Law. This Agreement will be governed by the laws of the State of California without regard to its conflicts of laws provisions. The state and federal courts within Los Angeles County, California will have exclusive jurisdiction over all disputes arising out of this Agreement.

25. Export Control. Customer shall comply fully with all United States and other country's export laws and regulations and ensure that the Service, or products related thereto, are not directly or indirectly exported or re-exported to any country, person, entity or end user in violation of, or for any use prohibited by, such export laws and regulations.

26. Severability. If any portion of this Agreement is held invalid by a court of competent jurisdiction, such portion shall be deemed to be of no force and effect and this Agreement shall be construed as if such portion had not been included herein, provided however, if the deletion of such provision materially impairs the commercial value of this Agreement to either Party, the Parties shall attempt to renegotiate such provision in good faith.

27. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and arrangements, oral or written, between the Parties with respect to the subject matter hereof. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made either Party which is not expressly set forth in this Agreement.

28. Assignment. During the term of this Agreement, neither party shall have the right to assign this Agreement and the Service hereunder without the prior written consent of the other party, which shall not be unreasonably withheld. Any attempt to do so shall be void. Notwithstanding the foregoing, Kalpesh Wireless may assign or otherwise transfer this Agreement to its subsidiary, affiliate or successor in the event of a change of control or to the purchaser of substantially all of its assets or stocks. This Agreement shall be binding upon the respective parties hereto and their respective legal successors and permitted assignees.

29. Headings. The headings used in this Agreement are for convenience of reference only and shall not affect the meaning or construction of this Agreement.

30. Language. The official language of this Agreement is English. All contract interpretations, notices and dispute resolutions shall be in English. Any attachments or amendments to this Agreement shall be in English. Translations of any of these documents shall not be construed as official or original versions of such documents.

31. Addresses of parties for notices. Any notice, demand or communication under or in connection with this Agreement which any party desires or is required to give any other party shall be deemed delivered when deposited in the United States or Canadian mail, return receipt requested, postage prepaid, or when personally served upon the other party or parties, as follows:

If to Customer: Listed on Order

If to Kalpesh Wireless: 705 Smith Road, Hemet, California, 92544 USA